

AGREEMENT made this _____ day of _____, 1976, by and between the City of Boston, a municipal corporation duly organized and existing in and under the laws of the Commonwealth of Massachusetts, acting by and through its Mayor, hereinafter referred to as the "City," and the Boston Redevelopment Authority, a public body corporate and politic organized and existing under M.G.L., C. 121B, hereinafter referred to as the "Authority."

WHEREAS, with the assistance of the federal, state and city governments, the Authority has initiated and administered an extensive urban renewal program within and for the City under the provisions of Title I of the Housing Act of 1949; and,

WHEREAS, the City, under the provisions of the Housing and Community Development Act of 1974 (P.L. 93-383), has received a Community Development Block Grant, which grant may be utilized, inter alia, for progress towards the completion of projects initiated by the Authority, and,

WHEREAS, the City and Authority desire that a portion of said grant be made available in order to make progress towards the completion of certain of said projects,

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

ARTICLE I

SERVICES OF THE AUTHORITY

The Authority agrees to provide the City with the following services: Such services as are necessary or desirable to make progress towards the completion of the South End, South Cove, Fenway, Waterfront and Charlestown urban renewal projects and the East Boston N.D.P. Without limiting the generality of the foregoing the Authority agrees to carry out in connection with the South End, South Cove, Fenway, Waterfront and Charlestown urban renewal projects and the East Boston N.D.P. activities identified in the contract budget (annexed hereto as Schedule "A-1") and other additional activities as may from time to time be mutually agreed to in writing between the parties.

All the foregoing activities shall be performed by the Authority within the cost limitations and for the specific projects set forth in accordance with such procedures as may be specified by the City acting through its Office of Development and Construction.

If required by the City, the Authority will cooperate in a program review of the Authority's activities to be carried on by an outside consultant engaged by and working under the direction of the City through its Office of Development and Construction. If required by the City, the Authority agrees to furnish any such information as may be requested by an outside consultant and to allow the outside consultant full access to its books and records.

The Authority will adopt, implement and maintain such accounting and control practices and procedures as are approved by the Community Development Controller of the City. The Authority will provide such reports as may be specified by the City acting through its Community Development Controller and will implement such record-keeping procedures as may be specified by the City to provide a satisfactory source from which such reports can be prepared.

If, as a result of the program review conducted by its outside consultant, the City, acting through its Office of Development and Construction, deems it necessary, for, among others, the purpose of lessening the possibility of cost overruns or excess expenditures, that the Authority make systems changes in its procedures for the management of urban renewal projects, the Authority will make such changes. As used in this paragraph, "System changes" shall include, but not be limited to changes in the areas of accounting, reporting, cost control, evaluation and performance monitoring.

The Authority shall adhere to and enforce all terms and conditions of the Community Development Block Grant as annexed hereto, and shall include these terms and conditions in all sub-contracts.

The Authority shall cause its construction contractors to prepare and update as necessary a calendar schedule of project activities. The Authority will submit these to the Office of Development and Construction upon receipt.

ARTICLE II

TERM

This Agreement shall be deemed to be effective from July 1, 1977 until June 30, 1978, unless terminated prior to July 1, 1978, pursuant to the provisions of Article V hereof. Except that in the case where the Authority enters into subcontractual liabilities prior to June 30, 1978, under this contract, this contract shall continue in effect for the outstanding obligations under those subcontracts until such time as they are released.

ARTICLE III

COMPENSATION

The City will reimburse weekly payroll costs to the Authority on a weekly basis upon presentation of documentations as required by the City. The City will reimburse the Authority monthly for all additional costs incurred by the Authority in carrying out this contract, in accordance with request procedures to be established by the City acting through its Community Development Controller. In no event shall the amount paid by the City hereunder exceed Five million, seven hundred ninety-eight thousand, six hundred dollars (\$5,798,600).

ARTICLE IV

ASSIGNMENT

The Authority shall not assign or in any way transfer any interest in this Agreement without the prior written consent of the City, but the Authority may sub-contract for survey and planning, site preparation, and the like, without such prior written consent except that all publically advertised contracts must appear in the City Record and may only appear with the written approval of the Office of Development and Construction.

ARTICLE V

TERMINATION

This Agreement shall be subject to termination by either party by the delivery of a written notice of intention to terminate the same in sixty (60) working days. In the event of breach of any terms of this contract by either party to protest such breach or take any other action in regard to such breach shall not operate to waive any rights to protest or take other action in regard to any subsequent breach, it being the intention of both parties to cooperate so far as possible in correcting the cause of any breach.

ARTICLE VI

PERFORMANCE BOND

Simultaneously with the execution of this Agreement, the Authority shall deliver a bond in the sum of One Thousand Dollars (\$1,000.00) issued by a surety company authorized to do business in the Commonwealth of Massachusetts or a check in the amount of One Dollar (\$1.00), payable to the City of Boston and deliver to the City Auditor, in order to guarantee the full and faithful performance of all terms, conditions and provisions of the Agreement by the Authority.

ARTICLE VII

RELEASE OF CITY ON FINAL PAYMENT

Simultaneously with acceptance by the Authority of what the City tenders as the final payment by it under this contract, the Authority shall execute and deliver to the City from all claims and liabilities, excluding such claims and liabilities as are expressly excepted in said instrument, in any way connected with the Agreement.

ARTICLE VIII

DAMAGES TO THE CITY

If the Authority shall provide services in an unsatisfactory manner, the City may request the Authority to revise said services at no additional costs to the City. Such requests shall be in the form of a written notice to the Authority setting forth specifically those elements of the services not satisfactory to the City and the Authority shall have the opportunity to respond to said notice.

If the Authority fails to provide services in accordance with the terms hereof, the City may make any reasonable purchase or contract to purchase services in substitution for those due.

The Authority shall not be liable for any damages sustained by the City due to the Authority's failure to furnish services under the terms of this contract, if such failure is in fact caused by the occurrence of a contingency, the non-occurrence of which was a basic assumption under which this contract was made, including, without limiting the generality of the foregoing, a state of war, embargoes, expropriation or confiscation of facilities used by the Authority or by labor strike, or by the Authority's compliance with any federal, state or municipal governmental regulation or order, provided that the Authority has notified the City in writing of such cause within thirty (30) days of its occurrence.

ARTICLE IX

SPECIAL PROJECTS

In addition to the respective obligations herein contained, the parties agree that the Authority will continue, undertake and administer such other non-urban renewal projects as may be mutually agreed upon in writing.

SCHEDULE A SUMMARY

CHARLESTOWN	\$1,555,000
FENWAY	1,159,100
SOUTH COVE	160,420
SOUTH END	552,000
WATERFRONT	2,329,080
EAST BOSTON	<u>43,000</u>
TOTAL	<u><u>\$5,798,600</u></u>

IN WITNESS WHEREOF, the parties have hereunder set their
hands and seals on the day and year first set forth above.

CITY OF BOSTON

BY: _____

MAYOR

Certified as to availability of funds:

CITY AUDITOR

Approved as to form:

CORPORATION COUNSEL

BOSTON REDEVELOPMENT AUTHORITY

BY: _____

DIRECTOR

Approved as to form:

GENERAL COUNSEL TO B.R.A.

MEMORANDUM

July 25, 1977

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT F. WALSH, DIRECTOR

SUBJECT: COMMUNITY DEVELOPMENT BLOCK GRANT

The City of Boston will provide the Authority with Five million seven hundred ninety-eight thousand six hundred (\$5,798,600) dollars of its Community Development funds for the period July 1, 1977 to June 30, 1978. These monies are made available to permit the Authority to continue its activities in several project areas in accordance with the Community Development Act of 1974. It is recommended that the Director be authorized to execute an Agreement with the City of Boston, acting through the Office of Development and Construction whereby the Authority would receive said Five million seven hundred ninety-eight thousand six hundred (\$5,798,600) dollars in return for the rendering of several and varied urban renewal services such as design, project improvements and property management.

An appropriate vote follows:

VOTED: That the Director be and is hereby authorized to execute an Agreement by and between the Authority and the City of Boston, acting through the Office of Development and Construction, whereby the Authority will receive five million seven hundred ninety-eight thousand six hundred (\$5,798,600) dollars in return for the rendering of urban renewal services. Said Agreement is to be substantially in the form attached hereto.